



REC'D TN
REGULATORY AUTH.

BellSouth Telecommunications, Inc.
2101
333 Commerce Street
Nashville, Tennessee 37201-3300

615 214-6311
Fax 615 214-7406

Patrick Turner
Attorney

00 AUG 25 PM 3 54

August 25, 2000
EXECUTIVE SECRETARY

VIA HAND DELIVERY

Mr. David Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243

Re: *Tariff Filing of BellSouth Telecommunications, Inc. to Reduce
Grouping Rates in Rate Group 5 and to Implement a 3% Late Payment
Charge*
Docket No. 00-00041

Dear Mr. Waddell:

Attached are copies of a letter responding to the Consumer Advocate Division's letter of August 22, 2000 and a letter confirming that the Consumer Advocate Division has agreed to pay the copy charges associated with the contracts at issue. Copies of these contracts were hand delivered to the Consumer Advocate Division's office on the afternoon of August 23, 2000.

Very truly yours,

Patrick W. Turner

PWT/jem

Enclosure

POSTED
8/28/00

CERTIFICATE OF SERVICE

I hereby certify that on August 25, 2000, a copy of the foregoing document was served on the parties of record, via the method indicated:

- ☐ Hand
- ☒ Mail
- ☒ Facsimile
- ☐ Overnight

L. Vincent Williams, Esquire
Office of Tennessee Attorney General
425 Fifth Avenue North
Nashville, Tennessee 37243



BellSouth Telecommunications, Inc. 615 214-6311
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333 Commerce Street
Nashville, Tennessee 37201-3300

Patrick Turner
Attorney

August 23, 2000

VIA FACSIMILE

L. Vincent Williams, Esquire
Office of Tennessee Attorney General
425 Fifth Avenue North
Nashville, Tennessee 37243

Re: *Tariff Filing of BellSouth Telecommunications, Inc. to Reduce
Grouping Rates in Rate Group 5 and to Implement a 3% Late Payment
Charge*
Docket No. 00-00041

Dear Vince:

Please accept this letter in response to your letter of August 22, 2000, which I am concerned may paint a less-than-accurate picture with regard to your opportunity to review certain contracts in this proceeding. As you may recall, BellSouth made the contracts referenced in that letter available for inspection to the CAD long ago. In fact, representatives of your office reviewed these documents in our offices prior to the entry of the Initial Order of the Hearing Officer.

After reviewing these documents, your office requested BellSouth to either: provide copies of a few specified contracts and enter certain stipulations regarding the remaining contracts; or provide copies of all of these contracts. I spoke to you regarding that request and indicated that BellSouth likely would opt to provide copies of these documents to you under the Protective Order entered in this docket, provided you were willing to pay the costs of copying these voluminous documents. You expressed concern over the possible costs of such copying and mentioned having a branch of the state government copy these documents, and I questioned how the Protective Order would address that situation. You stated that you would think about it and let me know how you would like to approach the situation.

L. Vincent Williams, Esquire
August 23, 2000
Page 2

Before I heard back from you, the Hearing Officer entered his Initial Order and the TRA issued its Order Reversing Initial Order and Approving Tariff. I have no recollection or record of your informing me of you any decision you may have made regarding the costs associated with the copies or otherwise addressing these copies prior to the TRA's entry of its Order in this docket.

As you know, the TRA's Order correctly finds that as a matter of law, the TRA has the authority to approve a late payment charge that applies to charges for services that are provided by third parties. This ruling, which disposed of this docket in its entirety, obviously made your request for copies of these documents you had already reviewed moot.

After the entry of the Order, you again requested copies of these documents which you had already reviewed. Although not required to do so, BellSouth has made copies of these documents and is willing to provide these copies to you provided that you agree to: (1) treat each and every such copy as Confidential Information under the Protective Order entered in this docket; and (2) pay the copy charges of \$618.35 (a copy of the invoice is attached). As soon as you indicate your agreement to these conditions, we will have the copies delivered to your office.

Please let me know if you have any questions or comments.

Very truly yours,

A handwritten signature in black ink, appearing to read "Patrick W. Turner", with a stylized flourish at the end.

Patrick W. Turner

PWT:ch

Attachment



SALES INVOICE 0004199-IN

CUSTOMER NO: 0003021

INVOICE DATE:08/23/00

CONTACT PERSON: BRETT SHERIFF

CLIENT MATTER # LATE PAY DOCKET

TERMS: TERMS 30 DAYS

VINCE WILLIAMS
CONSUMER ADVOCATE DIVISION
426 5TH NORTH
Nashville TN 37243

PLEASE SEND PAYMENT TO:
SUMMIT COPY SERVICE OF NASHVILLE
P.O. BOX 370951
BIRMINGHAM, AL 35237-0951
FEDERAL ID# 62-1737131
PHONE 615 251-0070

QUANTITY	DESCRIPTION	UOM	PRICE	AMOUNT
4931	LIGHT LITIGATION	EACH	.115	567.07

RECEIVED BY: _____

SUBTOTAL 567.07
SALES TAX: 46.78

TOTAL INVOICE: 613.85

In the event of default by the customer in payment of any invoice (per the above referenced terms),
Summit Copy Service may, at its option, impose a late charge of 1.5% per month on any unpaid balance
and may recover from the customer all costs of collection including a reasonable attorney's fee.



BellSouth Telecommunications, Inc. 615 214-6311
2101 Fax 615 214-7406
333 Commerce Street
Nashville, Tennessee 37201-3300

Patrick Turner
Attorney

August 23, 2000

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Office of Tennessee Attorney General
425 Fifth Avenue North
Nashville, Tennessee 37243

Re: *Tariff Filing of BellSouth Telecommunications, Inc. to Reduce
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Dear Vince:

This will confirm our telephone conversation at approximately 3:50 p.m.
today in which you agreed to pay the charges for copying the attached contracts
and to treat each contract as Confidential Information under the Protective
Agreement entered in this docket.

Very truly yours,

A handwritten signature in black ink that reads "Patrick W. Turner". The signature is written in a cursive, flowing style.

Patrick W. Turner

PWT:ch

Enclosure



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